
In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on November 4, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, Eighth Flr, United States Courthouse, 300 South Fourth St., Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than November 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 26, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 27, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2003 FORD F450 CREW CAB XLT DRW 200 DIESEL VEHICLE (the collateral), and requests the

court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: October 12, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC SA
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTO

REDLINE PERFORMANCE PRODS INC
8860 FLESER CIR 1ST FLR
EDEN PRAIRIE MN 55347

Permit No. 171
St. Paul, MN

*

YAR3065

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	CBD RW Model	K2230R630 Title NR.
1FDXW47P63ED03679 VIN		06/18/03 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FMCC
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 06/18/2003

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

REDLINE PERFORMANCE PRODUCTS INC
8860 FLESHER CIRCLE 1ST
EDEN PRARIE MN 55347

CREDITOR (Seller Name and Address)

TENVOORDE FORD. INC.
P.O. BOX 1045
ST. CLOUD, MN 56301

JUN 30 2003

A119APP39

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2003 FORD	F450 DRW		1FDXW47P63ED03679	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in _____ \$ _____ N/A \$ _____ N/A
Year and Make _____ Gross Allowance _____ Amount Owning _____

ITEMIZATION OF AMOUNT FINANCED

- Cash Price INCLUDES DOC. FEE OF 25.00 \$ 46248.13 (1)
- Down Payment
 - Third Party Rebate Assigned to Creditor \$ N/A
 - Cash Down Payment \$ N/A
 - Trade-In (description above) \$ N/A
 - Total Down Payment \$ N/A (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 46248.13 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 - To Public Officials
 - (i) for license, title & registration fees \$ 111.00 ;
 - (ii) for filing fees \$ N/A ;
 - (iii) for taxes (not in Cash Price) \$ N/A
 - To Insurance Companies for:
 - Credit Life Insurance \$ N/A
 - Credit Disability Insurance \$ N/A
 - To _____ for _____ \$ N/A
 - To _____ for _____ \$ N/A
 - To _____ for _____ \$ N/A
 - To _____ for _____ \$ N/A
 - Total \$ 111.00 (4)
- Amount Financed (3 plus 4) \$ 46359.13 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
6.75 %	\$ 8543.21	\$ 46359.13	\$ 54902.40	\$ 54902.40

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 915.04	monthly starting
	1 final	\$ 915.04	02-AUG-03

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life _____
Insurer _____
\$ N/A Premium Insured(s) _____
Signature(s) _____

☐ Disability _____
Insurer _____
\$ N/A Premium Insured _____
Signature _____

☐ N/A Other Optional Insurance Term N/A
Insurer \$ N/A Premium _____
Signature _____

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

☐ Comprehensive ☐ \$ N/A Deductible Collision
☐ Fire-Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Term N/A Months (Estimate)
Premium \$ N/A

EXHIBIT B

5. Amount Financed (3 plus 4) \$ 46359.13 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
6.75 %	\$ 8543.27	\$ 46359.13	\$ 54902.40	\$ 54902.40

Payment Schedule —	<input checked="" type="checkbox"/> Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 915.04	monthly starting
	<input type="checkbox"/> 1 final	\$ 915.04	02 AUG 03

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

☐ N/A Other Optional Insurance Term N/A

N/A Insurer \$ N/A Premium

Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

☐ Comprehensive ☐ \$ N/A Deductible Collision

☐ Fire-Theft-Combined Additional Coverage

☐ Towing and Labor

☐ Term N/A Months (Estimate)

Premium \$ N/A

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs

Redline Performance Products Inc
By M. A. G. , President & CFO

Co-Buyer Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Redline Performance Products Inc
By M. A. G. , President & CFO

Buyer Signs

X
(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller

TENVOORDE FORD, INC.

By X

Title

FC 17822-SI Aug 02 (Previous editions may NOT be used.)
MN

SEE BACK FOR ADDITIONAL AGREEMENTS

Program No. _____

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

or

Visit us at www.fordcredit.com
02-001

ORIGINAL

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments; or (b) gives a release in full or in part to any of the other Guarantors; or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- J.A.M.S./Endispute, at 1-800-448-1860, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.naf-Forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable in shall be severed, and the remaining provisions shall be enforced.

EXHIBIT C

FORD 2003 LIGHT DUTY TRUCKS

FORD						
MEDIUM DUTY TRUCKS						
F 350-450 Series 4x2 Chs & Super Cab Conventional Super Duty						
F 350SD	1G Ford	F STD (9)	T 6 Manual-L (9)	11200	162	18819
"F350"	6.0L V10	R DRW (9)		N/A	N/A	23555 14225
F 450SD	1G Ford	F STD (9)	T 6 Manual-L (9)	16000	162	20078
"F450"	6.0L V10	R DRW (9)		N/A	N/A	20180 18275
F 350-450 Series 4x4 Chs & Super Cab Conventional Super Duty						
F 350SD	95 Ford	F STD (9)	T 6 Manual-L (9)	9900	142	14499
"F350"	6.0L V10	R DRW (9)		N/A	N/A	17255 13550
F 350SD	95 Ford	F STD (9)	T 6 Manual-L (9)	9900	162	19799
"F350"	6.0L V10	R DRW (9)		N/A	N/A	21775 14775
F 350SD	95 Ford	F STD (9)	T 6 Manual-L (9)	11200	162	21375
"F350"	6.0L V10	R DRW (9)		N/A	N/A	28870 15975
F 450SD	95 Ford	F STD (9)	T 6 Manual-L (9)	10000	162	22775
"F450"	6.0L V10	R DRW (9)		N/A	N/A	32475 17075
F 250-450 Series 4x2 Chs & Crew Cab Conventional Super Duty						
F 250SD	95 Ford	F STD (9)	T 6 Manual-L (9)	8900	155	16390
"F250"	5.4L V8	R DRW (9)		N/A	N/A	24989 12200
F 350SD	95 Ford	F STD (9)	T 6 Manual-L (9)	9900	175	17899
"F350"	6.0L V10	R DRW (9)		N/A	N/A	28815 14375
F 450SD	95 Ford	F STD (9)	T 6 Manual-L (9)	10000	175	20975
"F450"	6.0L V10	R DRW (9)		N/A	N/A	30575 15475
F 250-450 Series 4x4 Chs & Crew Cab Conventional Super Duty						
F 250SD	95 Ford	F STD (9)	T 6 Manual-L (9)	9900	155	16999
"F250"	5.4L V8	R DRW (9)		N/A	N/A	28535 14020
F 350SD	95 Ford	F STD (9)	T 6 Manual-L (9)	11200	175	21875
"F350"	6.0L V10	R DRW (9)		N/A	N/A	29530 16175
F 450SD	95 Ford	F STD (9)	T 6 Manual-L (9)	10000	175	22975
"F450"	6.0L V10	R DRW (9)		N/A	N/A	34185 17275
FORD						
MEDIUM DUTY TRUCKS						
Executive Series Super Duty Conventional Cutaway 4x2 Compact Front Section						
F 450SD	1G Ford	F 500K (6)	T AUTO-4x2 (1)	17500	118	22990
"F450"	6.0L V10	R 1300K (14)		N/A		28749 19520
F 500-700 Series 4x2 Chs & Cab Conventional Super Duty with Hydraulic Brakes						
F 500SD	1G Ford	F 900K (6)	T AUTO-4x2 (1)	17500	141	22990
"F500"	6.0L V10	R 1300K (14)		N/A	N/A	28130 17760
F 500SD	8D Ford	F D-455L (9)	T 2000K (5)	20950	159	26795
"F500"	6.0L P-Strake	R 1700K (5)(18)		N/A	N/A	44159 19320
F 700SD	8D Ford	F 1-1005C (14)	T 2000K (5)	30000	156	27390
"F700"	6.0L P-Strake	R 2100K (5)(21)		N/A	N/A	45357 20525

FORD 2003 MEDIUM DUTY TRUCKS

Excelsior Series Super Duty Commercial Cutaway 4x2 Compact Front Section				
E600SD	1G Ford	F 600 (6)	T AUTO-4(6)	17500 189
"E600"	6.0L V10	R 13500 (14)	N/A	22999
F 600-750 Series 4x2 Chs & Cab Conventional Super Duty w/Hydraulic Brakes				28740 16520
F 600SD	1G Ford	F 600 (6)	T AUTO-4(6)	17500 141
"F600"	6.0L V10	R 13500 (14)	N/A	23999
F 750SD	80 Ford	F D-460 (9)	T 2000 (5)	25950 159
"F750"	6.0L P-Stroke	R 17080 (18)	N/A	26799
F 750SD	80 Ford	F 1-100SC (16)	T 2000 (5)	30000 158
"F750"	6.0L P-Stroke	R 21080 (21)	N/A	44159 18322
F 750SD	80 Ford	F 1-100SC (16)	T 2000 (5)	30000 158
"F750"	6.0L P-Stroke	R 21080 (21)	N/A	27399
F 750SD	80 Ford	F 1-100SC (16)	T 2000 (5)	30000 158
"F750"	6.0L P-Stroke	R 21080 (21)	N/A	45357 20525

FORD 2003 MEDIUM DUTY TRUCKS

F 600-750 Series 4x2 Chs & Cab Conventional Super Duty w/hydraulic Brakes	F 600SD 1G Ford F 600 (6) T AUTO-4 (6)	17500	162	29100
"F600"	6.0L V10 R 13500 (14)	N/A	N/A	31475 18275
F 600SD 80 Ford F 600 (6) T 2000 (5)	17500	179	27290	
"F600"	6.0L P-Stroke R 17080 (18)	N/A	N/A	46125 20450
F 750SD 80 Ford F 1-100SC (16) T 2000 (5)	30000	179	28499	
"F750"	6.0L P-Stroke R 21080 (21)	N/A	N/A	41277 21650
F 600-750 Series 4x2 Chs & Super Cab Conventional Super Duty w/hydraulic Brakes	F 600SD 1G Ford F 600 (6) T AUTO-4 (6)	17500	162	29800
"F600"	6.0L V10 R 13500 (14)	N/A	N/A	32530 22950
F 600-750 Series 4x2 Chs & Crew Cab Conventional Super Duty w/hydraulic Brakes	F 600SD 1G Ford F 600 (6) T AUTO-4 (6)	17500	178	29300
"F600"	6.0L V10 R 13500 (14)	N/A	N/A	32430 18275
F 600SD 80 Ford F 600 (6) T 2000 (5)	17500	194	27480	
"F600"	6.0L P-Stroke R 17080 (18)	N/A	N/A	48821 20800
F 750SD 80 Ford F 1-100SC (16) T 2000 (5)	30000	194	29699	
"F750"	6.0L P-Stroke R 21080 (21)	N/A	N/A	45027 21600
F 600-750 Series 4x4 Chs & Crew Cab Conventional Super Duty w/hydraulic Brakes	F 600SD 1G Ford F 600 (6) T AUTO-4 (6)	17500	175	32300
"F600"	6.0L V10 R 13500 (14)	N/A	N/A	36510 24725
F 600-750 Series 4x2 110" BSC Chs & Cab Conventional Super Duty w/air Brakes	F 600SD 80 Ford F 600 (6) T 2000 (5)	26000	158	27790
"F600"	6.0L P-Stroke R 17080 (18)	N/A	N/A	45985 20975
F 750SD 80 Ford F 1-100SC (16) T 2000 (5)	30000	158	28390	
"F750"	6.0L P-Stroke R 21080 (21)	N/A	N/A	47185 22025
F 600-750 Series 4x2 110" BSC Chs & Super Cab Conventional Super Duty w/air Brakes	F 600SD 80 Ford F 600 (6) T 2000 (5)	26000	179	28280
"F600"	6.0L P-Stroke R 17080 (18)	N/A	N/A	47555 21950
F 750SD 80 Ford F 1-100SC (16) T 2000 (5)	30000	179	29890	
"F750"	6.0L P-Stroke R 21080 (21)	N/A	N/A	49156 22190
F 600-750 Series 4x2 110" BSC Chs & Crew Cab Conventional Super Duty w/air Brakes	F 600SD 80 Ford F 600 (6) T 2000 (5)	26000	194	28480
"F600"	6.0L P-Stroke R 17080 (18)	N/A	N/A	50950 22100
F 750SD 80 Ford F 1-100SC (16) T 2000 (5)	30000	194	31699	
"F750"	6.0L P-Stroke R 21080 (21)	N/A	N/A	51851 25000
F 600 Series 4x2 Chs A Motorhome Shipped Chassis w/hydraulic Brakes	F 600SD 1G Ford F 600 (6) T AUTO-4 (6)	15700	176
"F600"	6.0L V10 R 13500 (14)	N/A	N/A	23165
F 600 Series Super Crew 2x4 4x2 Conventional Super Duty Crew Cab	F 600SD 80 Cat F 600 (6) T MD-3069 (6)	20000	194
"F600"	31285-390 R 185-15-12 (15)	43000		65250

DEALER

58C 584 VIN 1FDXW47P63ED03679

SUGGESTED RETAIL PRICE

AMOUNT

F457 44 CREW CHAS CAB DRW/200

38340 00

33552 00

Z1
3E2003 MODEL YEAR
OXFORD WHITE CLEARCOAT
MEDIUM FLINT CLOTHKEY STANDARD EQUIPMENT
.PREMIUM AM/FM CASSETTE/CD/CLK
.TELESCOPING TT MIRR-POWR/HTD
.AIR CONDITIONING -- CFC FREE
.JEWEL AFFECT HEADLAMPS
.4 WHEEL ANTILOCK BRAKE SYSTEMOPTIONAL EQUIPMENT
PREFERRED EQUIPMENT PKG.657A

.XLT TRIM			
.REAR STABILIZER BAR			
552 .PASSENGER AIRBAG	NC		NC
99P 6.0L V-8 DIESEL	4735 00		4025 00
44B 5-SPEED DIESEL AUTOMATIC TRANS	1480 00		1258 00
T91 .LT225/70RX19.5F BSW ALLSEASON	NC		NC
XG3 4.30 RATIO LIMITED SLIP AXLE	360 00		306 00
153 FRONT LICENSE PLATE BRACKET	NC		NC
166 FLOOR MAT IN LIEU OF CARPET	50 00		43 00
207 15000# GVWR PACKAGE	NC		NC
41H ENGINE BLOCK HEATER	NC		NC
433 SLIDING REAR WINDOW	125 00		107 00
531 TRAILER TOWING PACKAGE	155 00		132 00
62R TRANS POWER TAKE-OFF PROVIS	250 00		213 00
3 40/20/40 CLOTH BENCH SEAT	NC		NC
E MEDIUM FLINT	NC		NC
924 PRIVACY GLASS	110 00		93 00

NOT FOR AMBULANCE USE. USING
THIS VEHICLE TO PRODUCE AN
AMBULANCE VOIDS FORD WARRANTY.

TOTAL VEHICLE & OPTIONS	45505 00	39643 00
DESTINATION & DELIVERY	795 00	795 00
SCHEDULE A (MEMO)	.00	

TOTAL FOR VEHICLE 46300 00

33 U.S. GAL GAS FACTORY

69 30

PRICED DORA
BATCH-ID 3D10300567 N RB 2X
PRICE LEVEL 360340W47
VIN: 1FDXW47P63ED03679
SHIPPING WEIGHT 7320 LBS.

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE/AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.					
FDAF/AMDA ASSESSMENT	INVOICE TOTAL	LESS HOLDBACK FOR DEALER ACCOUNT	LESS APPROX RETAIL/CPD COST FOR DEALER ACCOUNT	MEMO INVOICE LESS HOLDBACK & TPT COST	A & D PLAN
360.00	40867.30	1365.00	220.00	39282.30	X PLAN

1365.00 215.00 6091.00 .00 1150.00 33332.00

SOLD TO

Tenvoorde Ford, Inc.
P.O. BOX 1045
St Cloud MN 56302

58C584

SHIP TO (IF OTHER THAN ABOVE)

TO	IS	STATE	
2	6	MN	RD31
DATE B/Y PREPARED		ITEM NUMBER	TRM
04/10/03		58-5030	3E 11

SHIP THROUGH

FA-1264X
INVOICE & UNIT IDENTIFICATION NO.

FINAL ASSEMBLY POINT

FINANCE COMPANY AND/OR BANK

2048

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,


Case No. 04-44835
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jack Champagne, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 34763326.
2. The Debtor owes the Creditor \$39,137.68, payoff amount as of October 7, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$915.04. As of October 7, 2004, the loan payments are in arrears \$2,745.12 for payments owing since August 2, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 FORD F450 CREW CAB XLT DRW 200 TRUCK. The current NADA published retail value of the collateral is \$ 35,975.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
5. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 10-12-04



Jack Champagne
Ford Motor Credit Company
National Bankruptcy Svc Center
P.O. Box 537901
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$39,137.68 as of October 7, 2004. On information and belief, the collateral has an NADA retail value of \$35,975.00. NADA pages showing this collateral value are attached as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

There has been a further material default in that the Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance. On information and belief, the Debtor has failed to maintain such insurance.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since August 2, 2004.
- Failure to make payments due post petition under the Contract.

- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$39,137.68. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 12, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 13, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Redline Performance Products Inc
1120 Wayzata Blvd E #200
Wayzata, MN 55391

Heather B Thayer
FREDRIKSON & BYRON PA
200 South Sixth St #4000
Minneapolis, MN 55402

Brian F. Leonard
Chapter 7 Trustee
100 S 5th St #1200
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Clinton P Hansen
for Wood Head Industries
FAGELHABER LLC
55 East Monroe, 40th Floor
Chicago, IL 60603

Executed on: October 13, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-04153-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on November 4, 2004 at 2:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
2003 FORD F450 CREW CAB XLT DRW 200 DIESEL VEHICLE, VIN
1FDXW47P63ED03679
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge